

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

PNC EQUIPMENT FINANCE, LLC, a	:	
Delaware limited liability company, successor	:	Case No. 1:12-cv-368
to PNCEF, LLC, an Indiana limited liability	:	
company, fka National City Commercial	:	(Judge Susan J. Dlott)
Capital Company, LLC,	:	
	:	
Plaintiff,	:	<u>ORDER GRANTING DEFAULT</u>
	:	<u>JUDGMENT IN FAVOR OF</u>
vs.	:	<u>PLAINTIFF PNC EQUIPMENT</u>
	:	<u>FINANCE, LLC AND AGAINST</u>
	:	<u>DEFENDANTS</u>
ASIAN AMERICAN BUS, INC., et al.,	:	
	:	
Defendants.	:	

This matter is before the Court upon *Plaintiff's Motion for Default Judgment Against Defendants* (the "Motion") (Doc. No. 21) and the attached affidavits of Bobby Miller and Susan K. Cliffel (the "Affidavits"). Plaintiff PNC Equipment Finance, LLC, a Delaware limited liability company, successor to PNCEF, LLC, an Indiana limited liability company, fka National City Commercial Capital Company, LLC ("Plaintiff") filed the Motion and Affidavits on November 21, 2013, seeking judgment by default against Asian American Bus, Inc. ("AAB"); Asian American Tourist, Inc. ("AAT"); Harry Kwan ("Mr. Kwan") and Tie Min Zhung (Mr. Zhung") (collectively, the "Defendants"), jointly and severally in the amount of \$105,944.33, plus interest at the rate of 8.7% per annum from October 20, 2011, attorneys' fees of \$1,521.86 and costs. While Plaintiff served Defendants with the Motion and attached Affidavits on November 21, 2013, no response has been filed to the Motion.

Having reviewed and considered the Motion, Affidavits and other evidence in the case as well as the docket of these proceedings, the Court finds the Motion to be well-taken. Specifically, the Court finds that: (a) the Complaint in this matter was originally filed on

May 10, 2012; (b) Defendants were each served with a Summons or Alias Summons (together with a copy of the Complaint) on or before November 8, 2012; (c) Defendants have failed to answer or otherwise defend with respect to the Complaint; and (d) the Clerk entered default against Defendants on April 11, 2013 (Doc. No. 20). The Court further finds that: (a) Plaintiff is the current holder of that certain Loan and Security Agreement (the "Loan Agreement") entered into by AAB, as borrower, and National City Commercial Capital Company, LLC ("NC4") as well as the corresponding Promissory Note (the "Note") payable by AAB in the principal sum of \$345,000.00; (b) AAB defaulted under the Loan Agreement and Note on November 19, 2011; (c) AAB is indebted to Plaintiff under the Loan Agreement and Note in the amount of \$105,933.45, plus interest at the rate of 8.7% per annum from October 20, 2011; (d) AAB is further liable under the Loan Agreement for reasonable legal fees and other costs and expenses incurred by Plaintiff as a result of AAB's default; (e) Plaintiff has incurred reasonable attorneys' fees of \$1,521.86 as a result of AAB's default; (f) AAT, Mr. Kwan and Mr. Zhung each guaranteed AAB's obligations under the Loan Agreement and Note; (g) Plaintiff is the current holder of the guarantees; (h) AAT, Mr. Kwan and Mr. Zhung have each defaulted under the terms of their respective guaranty; (i) AAT, Mr. Kwan and Mr. Zhung are each indebted to Plaintiff under the terms of their respective guaranty in the amount of \$105,933.45, plus interest at the rate of 8.7% per annum from October 20, 2011, attorneys' fees of \$1,521.86 and costs; and (j) neither Mr. Kwan nor Mr. Zhung are active members of the United States military.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Judgment by default be, and hereby is, entered in favor of Plaintiff PNC Equipment Finance, LLC, a Delaware limited liability company, successor to PNCEF, LLC, an Indiana limited liability company, fka National City Commercial Capital Company, LLC and against Defendants, Asian American Bus,

Inc., Asian American Tourist, Inc., Harry Kwan and Tie Min Zhung, jointly and severally, in the amount of \$105,933.45, plus interest at the rate of 8.7% per annum from October 20, 2011, attorneys' fees of \$1,521.86 and costs.

IT IS SO ORDERED.

S/Susan J. Dlott
Judge Susan J. Dlott